

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 CONFIDENTIALITY OF DATA AND INFORMATION

(a) The Contractor and any of its subContractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subContractors agree to abide by any restrictive use conditions on such data and not to: (1) knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; and (2) use for any purpose other than the performance of this contract any data which bears a restrictive marking or legend.

(b) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor must obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements must be furnished promptly to the Contracting Officer for information only. These agreements must prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, must be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

(c) The Contractor agrees to conduct formal training to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor must obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which must in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract.

(d) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, sub Contractors, or agents.

(e) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that: (1) the Contractor considers the application of the prohibition of this provisions to be inappropriate and unnecessary in the case of a particular subcontract; (2) the subContractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

(f) Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor must return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company must be disposed of in accordance with the Contractor's agreement with that company. If such data or information cannot reasonably be returned to the Contracting Officer (or to a company), the Contractor must certify in writing to the Contracting Officer

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

that all copies, modifications, adaptations, or combinations of the data or information have been deleted from the Contractor's (and any subContractor's) records and destroyed.

(g) The restrictions state herein do not limit the Contractor's (or subContractor's) right to use and disclose any data and information obtained from another source without restriction.

H.2 RELEASE OF INFORMATION

The Contractor must not publish, permit to be published, or distribute for public consumption, any information, written or oral, concerning the results or conclusions made pursuant to the performance of this Contract, without the prior written consent of the Contracting Officer.

H.3 3.8.2-17 KEY PERSONNEL AND FACILITIES (JULY 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor must notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and must submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion must be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

<u>Name</u>	<u>Title/Role</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

H.4 INCORPORATION OF SECTION K BY REFERENCE

The Representations and Certifications executed by the Contractor on (to be filled in at contract award) are hereby incorporated into the Contract by reference and made a part of this Contract.

H.5 CONTRACTOR PERFORMANCE INFORMATION

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

In conformance with the Government's need to record and maintain information on Contractor performance during the life of this contract, the Government will periodically evaluate the manner in which the Contractor performed in accordance with contract requirements such as: quality of service; cost efficiencies; timeliness; business relations; history of reasonable and cooperative behavior; commitment to customer satisfaction; and key personnel. Performance assessments will be shared with the Contractor and an opportunity to comment will be provided prior to inclusion in the FAA past performance database. Information obtained as a result of the evaluation(s) may be shared with Government agencies for their use in support of future award decisions.

H.6 RESPONSIBILITY FOR PERFORMANCE

The prime Contractor is responsible for ensuring that all services are performed in compliance with the terms and conditions of the contract. The prime is responsible for ensuring compliance by all teammates, subcontractors, vendors or suppliers.

H.7 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM

The North American Industry Classification System Code (NAICS) for this procurement is 541990, All Other Professional, Scientific and Technical Services.

H.8 FEDERAL HOLIDAYS OBSERVED

The FAA observes Federal Holidays as follows:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When one of the above designated holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday.

H.9 SUPPORT CONTRACTORS

The Government may contract with support Contractors for services to include contract administration and assistance with technical reviews. Employees of these support Contractors may attend meetings between the Contractor and the Government, observe and participate with government personnel in function and performance tests, and have access to the Contractor's facilities as related to any effort under this Contract; however, no support Contractor has the authority to issue direction to the Contractor or to change the Contract.

In the event that the Government utilizes support Contractors in this capacity, the Contractor agrees to cooperate with the support Contractors by engaging in discussions with support Contractor personnel, and permitting support Contractor personnel access to information and data to the same degree such access is accorded government personnel. The CO will provide a list of support Contractors upon request.

H.10 PERSONAL SERVICES

No personal services will be performed under this contract. No contract employee will be directly supervised by any employees of the Government. All individual Contractor employee assignments and daily work direction will be given by the applicable Contractor supervisor. If the Contractor believes that

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor must notify the Contracting Officer of this communication or action.

The Contractor must not perform any inherently governmental actions under this Contract. No Contractor employee will represent him or herself to be a Government employee, agent, or representative. No Contractor employee will state orally or in writing at any time that he or she is acting on the behalf of the Government. In all communications with third parties in connection with the contract, Contractor employees must identify themselves as a contract employee and specify the name of the company for which they work. In all communications with other authority to in any way change the contract and that if the other Contractor believes this communication to change the direction of their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

H.11 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (July 2007)

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are official correspondence, contract modifications, or all contract actions.

(e) The use of electronic signature technology is authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology, any.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

(End of Clause)

H.12 INTERPRETATION OF CONTRACT: NOTICE OF AMBIGUITIES

a. This contract and any and all identified writings or documents incorporated by reference or physically attached constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral must be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language but must be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

b. It must be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference. Failure to comply with such obligation must be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

H.13 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during Screening Information Request (SIR) communications. The Contractor must obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants or adding any subcontractors, associates, or consultants.

H.14 CDRL DISTRIBUTION

All copies of this CDRL will be delivered in electronic format via electronic mail (email). Other means of electronic deliveries, such as a secure online Internet-based web site will be considered if properly controlled by the Contractor and approved by the FAA. All documents must be compatible with Microsoft Office Suite products. All electronic deliveries must be without restrictions that would prevent the FAA from reproducing or editing the information.

All CDRLs must be emailed to the CO, the Contract Specialist, and the COTR identified in section G.6, CONTRACT ADMINISTRATION REPRESENTATIVES. Further email CDRL distribution is as follows:

END SECTION H